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Suzanne Henderson



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD:

ELECTRONICALLY RECORDED BY SIMPLIFILE Hobschild, Mark E etux Kimborly S.

r______ CH

CHK 00931

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) --- Paid-Up With 640 Acres Pooling Provision

ICode:13025

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 2 day of Aurona Disposition of the party of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the competion of blank spaces) were prepared jointly by Lessor and Lessee. It is not bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land hereinafter called leased premises:

land, hereinafter called leased premises:

See attached Exhibit "A" for Land Description

in the County of <u>Tarrant</u>, State of TEXAS, containing <u>0.1802</u> gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oll and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalities hereunder, the number of gross acress above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 3 (three) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

- exacute at Lessee's request any additional of supplemental instruments for a more complete or accurate description of the land do covered. For the purpose of determining the number of ory as part of the purpose of th

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee

in accordance with the net acreage interest retained hereunder.

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10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes; including but not limited to geophysical operations, the drilling of watch of the processor of the production. Lessee may use in initial of use operations, the drilling of watch of the production and use of roads, canals, pipelines, tanks, water wells, disposal wells, pipelines, ledent of the production of the production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pocked therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithatending any partial atternization of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pocked therewith, the ancillary rights granted premises or other lends used by Lessee hereunder, without Lessor's consent, and Lessee shall buy its profines below ordinary plow depth on cutilitated lends. No well shall be located from any house or barn now on the leased premises or such other lands, and to commercial timber and growing crypts thereon. Lessees shall have the right at any time to remove its future, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease, or within a reasonable time thereafter.

11. Lessee's obligations are prevented or delayed by such laws, rules, regulations or other operations and orders of any operations in the print and transfer or other operations are pre

operations.

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of 2 (two) years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the data heirs, devisees, executors, administrators, successors and assigns, whether or not	first written above, but upon execution snall be binding on the signatory and the signa this lease has been executed by all parties herejnabove named as Lessor.
ASSOR MINETHER ONE OR MORE)	Landels 1 100
Mark E. Hobscheid	Kimberly/S. Hobscheid
Lessor	Léssor
ACKNO	DWLEDGMENT
STATE OF TEXAS COUNTY OF SAN DIEST This instrument was acknowledged before me on the 31 day of A	1945to 9, by Mark E. Holoscheid
*See Attached Notarial Certificate	Notary Public, State of Fexas Notary's name (printed): Nor4 fluor UTU2 Notary's commission expires: 1, 1, 4, 3, 20 12
	DWLEDGMENT
STATE OF TEXAS COUNTY OF SAM OF ANY This instrument was acknowledged before me on the day of Any	west 20 09 by Kimberly S. Hobsheid
	Notary Public, State of Texas Notary's name (printed): Nota Home of Notary's commission expires: July 3 10 R
*See Affached Notarial Certificate	
	ACKNOWLEDGMENT
STATE OF TEXAS COUNTY OF day of day of corporation, on behalf of	, 20, byof
	Notary Public, State of Texas Notary's narrie (printed): Notary's commission expires:
• •	NG INFORMATION
STATE OF TEXAS	
County of	
This instrument was filed for record on the day of recorded in Book , Page , of the reco	, 20, at
	By Clerk (or Deputy)

Initials MM

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California	
County of SAN DIEGO	
On August 31, 2009 before me, No personally appeared Mark E. H.	ora Hamilton – Notary Public (Here insert name and title of the officer)
the within instrument and asknowledged to me t	dence to be the person(s) whose name(s) is/are subscribed to hat he/she/they executed the same in his/her/their authorized) on the instrument the person(s), or the entity upon behalf of it.
I certify under PENALTY OF PERJURY under the is true and correct.	he laws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	OFFICIAL SEAL NORA HAMILTON NOTARY PUBLIC CALIFORNIA COMM. NO. 180570; SAN DIEGO COUNTY RIGHTY Sealthy COMM. EXP. JULY, 3, 2012
Signature of Notary Public	(Hotaly Seath)
*	PTIONAL INFORMATION
DESCRIPTION OF THE ATTACHED DOCUMENT Title 0; / 2 095 / ease (Title or description of attached document)	
DESCRIPTION OF THE ATTACHED DOCUMENT Title 8: 2 095 ease	PTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long at the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

	County ofSAN DIEGO	
	On Avgust-31, 2009 before me, personally appeared	Nora Hamilton - Notary Public (Here insert name and title of the officer) S. Hobsched
	who proved to me on the basis of satisfactor the within instrument and acknowledged to	ry evidence to be the person(s) whose name(s) is are subscribed to me that he/she they executed the same in his her/their authorized ture(s) on the instrument the person(s), or the entity upon behalf of
	I certify under PENALTY OF PERJURY unis true and correct. WITNESS my hand and official seal. Signature of Notary Public	OFFICIAL SEAL NORA HAMILTON COMM. NO. 1805791 SAN DIEGO COUNTY MY COMM. EXP. JULY. 3, 2012
•	ADDITION	AL OPTIONAL INFORMATION INSTRUCTIONS FOR COMPLETING THIS FORM
	DESCRIPTION OF THE ATTACHED DOCUME OF THE ATTACHED DOCUME (Title or description of attached document) (Title or description of attached document continued)	Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any elementive acknowledgment verbiage as may be printed on such a document is to be recorded outside of California, in such instances, any elementive acknowledgment verbiage as may be printed on such a document of the contains a like verbiage does not require the notary to do something that is dioguified contains a California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.
	Number of Pages	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of
	CAPACITY CLAIMED BY THE SIGNER	notarization. • Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.

· Securely attach this document to the signed document

State of California

Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the 31 day of #UGUST ... 2009, by and between, CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, as Lessee, and Mark E. Hobscheid and wife, Kimberly S. Hobscheid as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.1802 acres of land, more or less, situated in the Thomas Spronce Survey, Abstract No. 1399, and being Block 81, Lot 4, of Foster Village, Section 19, an addition to the City of North Richland Hills, Tarrant County, Texas, according to Plat recorded in Volume 388-198, Page 27 of the Plat Records, Tarrant County, Texas and being further described in that certain Warranty Deed with Vendor's Lien, recorded 05/22/1992 as Instrument Number D192098372, of the Official Records of Tarrant County, Texas.

ID: 14610-81-4,

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